

# **Collective Bargaining Agreement**

**For The Clark County  
Custody Officers' Guild**

**2005-2007**

October 2005

## TABLE OF CONTENTS

<b>PREAMBLE .....</b>	<b>4</b>
<b>ARTICLE 1 RECOGNITION.....</b>	<b>5</b>
<b>ARTICLE 2 DEFINITIONS.....</b>	<b>6</b>
<b>ARTICLE 3 GUILD SECURITY AND CHECK-OFF.....</b>	<b>8</b>
<b>ARTICLE 4 GUILD RIGHTS .....</b>	<b>9</b>
<b>ARTICLE 5 MANAGEMENT RIGHTS .....</b>	<b>11</b>
<b>ARTICLE 6 NO STRIKES/LOCKOUTS.....</b>	<b>12</b>
<b>ARTICLE 7 PAID DAYS OFF (PDO).....</b>	<b>13</b>
<b>ARTICLE 8 SICK LEAVE .....</b>	<b>16</b>
<b>ARTICLE 9 OTHER LEAVES.....</b>	<b>19</b>
<b>ARTICLE 10 HOURS, OVERTIME AND WORK ASSIGNMENTS.....</b>	<b>22</b>
<b>ARTICLE 11 COMPENSATION .....</b>	<b>27</b>
<b>ARTICLE 12 - BLOODBORNE PATHOGENS AND BIOHAZARD CLEAN-UP .....</b>	<b>30</b>
<b>ARTICLE 13 HEALTH AND WELFARE .....</b>	<b>33</b>
<b>ARTICLE 14 UNIFORMS AND EQUIPMENT.....</b>	<b>35</b>
<b>ARTICLE 15 SENIORITY .....</b>	<b>37</b>
<b>ARTICLE 16 LAYOFF AND RECALL .....</b>	<b>39</b>
<b>ARTICLE 17 DISCIPLINE / DISCHARGE .....</b>	<b>41</b>
<b>ARTICLE 18 DISCIPLINARY INVESTIGATIONS.....</b>	<b>44</b>
<b>ARTICLE 19 GRIEVANCE PROCEDURE .....</b>	<b>47</b>
<b>ARTICLE 20 OTHER PROVISIONS.....</b>	<b>50</b>
<b>ARTICLE 21 SCOPE AND SEVERABILITY .....</b>	<b>52</b>
<b>APPROVALS.....</b>	<b>54</b>
<b>APPENDIX: A .....</b>	<b>55</b>
FILLING OF TRANSPORT VACANCIES .....	55
<b>APPENDIX: B .....</b>	<b>55</b>
JOB SHARE AGREEMENT.....	55
<b>APPENDIX: C .....</b>	<b>55</b>
GUILD DUES AUTHORIZATION FORM.....	55
<b>APPENDIX: D .....</b>	<b>56</b>
UNIFORM COMMITTEE MOU .....	56

<b>APPENDIX: E .....</b>	<b>59</b>
COMPENSATION & WELFARE MOU FOR 2004 .....	59

## **PREAMBLE**

Clark County, Washington ("County") and the Clark County Sheriff's Office ("Sheriff") jointly referred to as the Employer, and the Clark County Custody Officers' Guild ("Guild") hereby agree to the following collective bargaining agreement. This agreement has as its purpose the promotion of harmonious relations between the Employer and the Guild, the establishment of rates of pay, hours of work, and other conditions of employment. The parties recognize that the interests of the community and job security for employees depend upon the Employer's success in establishing proper services to the community.

## **ARTICLE 1 RECOGNITION**

**1.1** The Employer recognizes the Guild as the exclusive bargaining agent for all regular full time and regular part time Custody Officers and Custody Sergeants of the Clark County Sheriff's Office.

**1.2** New classifications within the Custody Division of the Sheriff's Office which do not fall within the categories of employees included within the unit under the terms of this section and which are established during the term of this Agreement may be included within the bargaining unit upon the written consent of the Sheriff, Board and Guild or by order of the Public Employment Relations Commission.

**1.3** The Employer and the Guild agree that they will not discriminate against any employee by reason of race, age, color, sex, national origin, religious belief, marital status, disability which can be reasonably accommodated based on an inter-active process with the employee, political affiliation or activity, or any other categories of persons or activities protected by federal, state or Clark County ordinances, rules or regulations. In addition, employees shall not be discriminated against or harassed based on sexual orientation. Recourse for an alleged violation of Article 1.3 shall be independent of this contract and no grievance may be brought concerning an alleged violation of this Article 1.3.

## ARTICLE 2 DEFINITIONS

**2.1** For the purposes of this Agreement, the following definitions shall apply:

**ACTIVE EMPLOYMENT:** Time worked and any period of paid leave charged against the County payroll including Paid Days Off, compensatory time off, sick leave, jury and civic duty, bereavement and pallbearer leave, workers' compensation, paid military leave and administrative leave. Active employment excludes unpaid leaves of absence, and leave which is funded by external insurance-type programs such as disability leave.

**ADMINISTRATIVE LEAVE:** Approved paid leave not charged against an employee's accumulated paid leave balances, including but not limited to leave assigned in connection with pre-disciplinary investigation periods, fitness-for-duty and use of force investigations.

**BASE RATE OF PAY:** The rate of pay corresponding with the employee's range and step and excluding shift differential and all forms of premium pay and allowances.

**COMMISSION:** Means the Clark County Civil Service Commission.

**CONTINUOUS SERVICE:** Service since an employee's last date-of-hire.

**COUNTY OR BOARD:** Means the Board of County Commissioners of the County of Clark, State of Washington.

**SHERIFF'S OFFICE:** Means the Clark County Sheriff's Office.

**DEMOTION:** Appointment of an employee (either voluntarily or involuntarily) to a position in a classification with a lower maximum salary step.

**DOMESTIC PARTNER:** is a partnership in which an employee and his/her domestic partner:

1. have jointly shared the same permanent residence for at least six months and intend to do so in definitely;
2. have a close personal relationship with each other;
3. are not legally married to anyone;
4. are each 18 years of age or older;
5. are not related to each other by blood in a degree of kinship closer than would bar marriage in the state of Washington;
6. were mentally competent to contract when the domestic partnership began;
7. are each other's sole domestic partner and;
8. are jointly responsible for each other's common welfare including basic living expenses. Basic living expenses means the cost of food, shelter, and any other expenses of a domestic partner which are paid at least in part by a program or benefit for which the partner qualified because of the domestic partnership. The individuals need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible for the cost.

**EMERGENCY:** A set of circumstances, unforeseen and not directly caused by the Sheriff's Office or County, requiring an immediate action, response or change in policy.

**EMPLOYER:** Means the County and/or the Sheriff, whichever has statutory or constitutional authority over the applicable subject matter.

**LEAVE OF ABSENCE (LOA):** Formally requested and approved unpaid leave for a period of 15 calendar days or longer.

**LEAVE WITHOUT PAY (LWOP):** Approved short term unpaid absences from duty of less than 15 calendar days.

**(REGULAR) PART-TIME EMPLOYEE:** Means an individual who is in a regular budgeted position and whose work schedule is less than thirty (30) hours per work week on a continuing basis.

**PROBATIONARY PERIOD:** The first thirteen (13) months of active employment following hire, re-hire or promotion. Unpaid leave shall not count toward the completion of the probationary period. For newly hired employees, the probationary period shall begin with the employee's first day of assignment within the Sheriff's Office. A probationary employee is an employee in a probationary period.

**PROMOTION:** Appointment of an employee (following an examination or selection process) to a position in a classification with a higher maximum salary range.

**RECALL:** Return to duty from layoff from an established recall list.

**RE-EMPLOYMENT:** Re-hire of an employee in a classification in which the employee has been formerly employed and has satisfactorily completed the probationary period with a break-in-service of not more than twelve months. Upon re-employment, the amount of service previously acquired shall be reinstated for accrual purposes, less the break in service. Employees shall be returned to the salary step previously attained and time served at that step shall be credited toward eligibility for the next step increase. The sick leave balance at the time of termination shall be restored, less any sick leave cashed out upon separation. A new probationary period is not required.

**REGULAR EMPLOYEE:** Means an individual who is in a regular budgeted position and has completed the required probationary period for the position.

**RE-HIRE:** Re-hire of an employee into a different classification or after a break in service of more than twelve months. A new probationary period is required.

**REGULAR RATE OF PAY:** The employee's base rate of pay plus all compensation required to be included in the regular rate by the Fair Labor Standards Act.

**SHERIFF:** Means the Sheriff or his/her designee.

### **ARTICLE 3 GUILD SECURITY AND CHECK-OFF**

**3.1** All employees who are, or who become members in good standing in the Guild on or after the effective date of this Agreement, shall maintain their membership in good standing in the Guild. All employees who are not now members in the Guild and all new employees hereafter employed shall, within thirty (30) days from their first date of hire, or within thirty (30) days from the effective date of this Agreement, whichever is later, become and remain members in good standing in the Guild or pay a service fee to the Guild not exceeding the amount of regular Guild dues and initiation fees not exceeding the maximum agency fee that may be assessed as a matter of law. Dues deductions shall be authorized in writing by the employee on the authorization form attached to this collective bargaining agreement.

**3.2** The right of non-association of members of the Clark County Sheriff's Office based on bona fide religious tenets or teachings of a church or a religious body of which such public employee is a member shall be protected at all times and such public employees shall pay such sum in such manner as is provided in RCW 41.56.122.

**3.3** The Guild will notify the Employer in writing of the failure of any employee to comply with any of the applicable provisions of this Article. The Employer agrees to advise the employee that his employment status is in jeopardy and that failure to meet the applicable requirements of this Section will result in termination of his employment within ten (10) days. If compliance is not attained within the aforementioned ten (10) days, the Employer shall terminate the employee.

**3.4** The Employer agrees that such dues and initiation fees as are collected by authorized payroll deductions shall be forwarded (to the address and individuals specified by the Guild periodically) on a monthly basis. No dues or initiation fees shall be deducted from an employee's pay unless the employee has executed and provided the County and the Guild with individual copies of the required authorization form.

**3.5** The Guild shall hold the Employer harmless against any claims brought against the Employer by an employee arising out of the Employer's good faith effort to comply with this Article, including reasonable costs and reasonable attorney's fees. The Guild and the County shall cooperate to correct errors through payroll, and dues assessments and adjustments.

## **ARTICLE 4 GUILD RIGHTS**

**4.1** The Guild shall notify the Employer in writing of the names of its current Executive Board members. The Guild shall inform the Employer of any changes in its Executive Board members.

### **4.2 Guild Access**

**4.2.1** The Guild's officers and attorneys shall have reasonable access to the Sheriff's Office and its employees during working hours, providing they do not interfere with or cause employees to neglect their work. If such consultations require the officer to leave his/her post, prior approval shall be obtained from the immediate supervisor.

**4.2.2** The Employer shall afford Guild officers a reasonable amount of time while on duty to consult with appropriate management officials concerning grievances and other contract administration matters.

**4.2.3** The Employer shall afford Guild officers a reasonable amount of time while on duty to consult with aggrieved employees, provided that the Guild officers or the aggrieved employee contacts the immediate supervisor indicating the general nature of the business to be conducted and requesting the necessary time. Such requests shall be approved, provided the meeting can be conducted without unreasonably interfering with Sheriff's Office operations. On-duty consultations with aggrieved employees of more than 15 minutes shall be approved by the Sheriff or his designee.

**4.3 Bargaining Release Time.** The Guild's bargaining team shall be permitted to attend bargaining sessions with the Employer. The Guild's bargaining team may include up to six persons, including the spokesperson. A maximum of four (4) personnel shall be released from duty assignment to attend scheduled bargaining sessions. These four (4) members of the bargaining team will be released from duty during bargaining hours and otherwise if necessary to provide up to six (6) hours of rest off-duty prior to the start of bargaining and/or six (6) hours of rest before returning to work after bargaining. All other bargaining team members may attend during off-duty time and shall request shift trades or request PDO time off as necessary to ensure adequate rest following or before their next scheduled shift. Any such arrangements will be approved by the Employer, provided such attendance does not unreasonably interfere with Sheriff's Office operations. Other bargaining-related activities such as research, preparation and Guild meetings shall be performed on employees' own time.

### **4.4 Guild Business Leave.**

**4.4.1** Up to seven (7) Guild officers shall be allowed no more than a collective total of ninety-six (96) hours off per year, with pay, for training related to labor and employment relations. Guild officers requesting leave pursuant to this section shall submit a written request to the Jail Chief as far in advance as practicable.

**4.4.2** Employees may request leaves without pay to represent the Guild at conferences. Such leaves shall be reviewed consistent with procedures and criteria for other leaves of

absence. Guild officers requesting leave pursuant to this section shall submit a written request to the Jail Chief a minimum of two weeks in advance of the leave.

**4.5** The Employer shall provide copies of this Agreement to the Guild for distribution to its membership. The cost of printing the Agreement shall be borne by the Employer. The contract may be made available to the membership on CD or on-line in lieu of printed form.

**4.6** On request, the Employer shall furnish a listing of all active employees within the bargaining unit.

**4.7** The Employer agrees to furnish and maintain suitable bulletin boards in general work areas agreed upon by the Employer and the Guild. These bulletin boards may be used by the Guild. The Guild shall limit its posting of notices and bulletins to such bulletin boards.

**4.8** Guild Officers shall report time spent on paid release time through such reasonable mechanisms as the Employer may determine.

## **ARTICLE 5 MANAGEMENT RIGHTS**

**5.1** Except as provided by this agreement and applicable law, the Employer retains the exclusive right to exercise the customary functions of management, including the following:

**5.1.1** Determine the methods, means, equipment and personnel, by which operations are to be carried out.

**5.1.2** Appoint, promote, transfer employees including determining the qualifications, methods and standards thereof.

**5.1.3** Discipline probationary employees for any reason and discipline regular employees for just cause

**5.1.4** Maintain the efficiency of Sheriff's Office operations.

**5.1.5** Layoff bargaining unit employees pursuant to Article 16.

**5.1.6** Take actions as may be necessary to carry out County services in emergencies.

**5.1.7** Adopt and maintain performance standards and evaluations for all bargaining unit members on an ongoing basis, e.g., the right to establish performance standards and attendance standards and evaluate performance and attendance. Attendance standards shall be as set forth in the current evaluation forms within the Sheriff's Office. The Guild shall be consulted prior to any changes in the standards.

## **ARTICLE 6 NO STRIKES/LOCKOUTS**

**6.1** The Guild, its agents, officers, and representatives and bargaining unit members shall not engage in, acquiesce in or encourage any strike, slow down, sick-out, sit-down, or other disruption or stoppage of work at any County facility or at any location where County services are performed, nor shall there be any lockout of bargaining unit members by the County. If any such work stoppage, slow down, sick-out, sit-down, strike, or other disruption of work takes place, the Guild will immediately notify any and all Guild agents, officers, representatives, and members engaging in such activities to cease and desist, and the Guild shall, by letter to the Board of Commissioners and Sheriff, declare that such disruption of work is in violation of this Agreement and is unauthorized. Any employee engaging in any activity in violation of this Article may be subject to immediate disciplinary action or discharge. The Arbitrator's decision shall be based only on whether or not the employee engaged in such activity and the discipline imposed is appropriate.

## ARTICLE 7 PAID DAYS OFF (PDO)

**7.1** Each employee covered by this Agreement shall be granted PDO to be used during the year for vacation, illness, holidays or personal business time off. PDO accruals reflect the inclusion of ninety-six (96) hours of holiday pay, based on twelve (12) holidays.

**7.2** All employees on the County payroll as of the effective date of the contract shall have a delayed implementation of the new PDO schedule (below), which shall go into effect as of September 1, 1999. All new employees shall begin accruing PDO in accordance with the following schedule as of the effective date of the contract and shall not have a delayed implementation date.<sup>1</sup>

Completed Years of Service	Hours per Pay period	Hours per Year	Days per Year (8 hour)	Max Hours
start	9.333	224	28	325
1	10.333	248	31	360
5	11	264	33	383
10	11.666	280	35	406
15	12.333	296	37	429
20	13	312	39	452
25	13.666	328	41	476

**7.2.1** The hours per month and per year accrual rates and the maximum hours shall be the same for all full time employees. Accruals shall be prorated for part time employees. Accrual shall continue during active employment only.

**7.3** Paid Days Off shall be credited based on paid hours to each employee's account based upon completed years of continuous service. The maximum accumulation of Paid Days Off shall equal 1.45 times the annual accrual rate. Exceptions to the maximum accrual shall be allowed only if the employee has complied with the minimum usage requirements under Section 7.5 and the Sheriff's reasonable operating needs do not allow an employee to use the paid days off prior to reaching the maximum accumulation. The employee must agree to a plan to reduce accumulated paid days off below the ceiling within sixty (60) days.

**7.4** Employees may not normally use accrued Paid Days Off during their first six (6) months of service; nor will they be paid for such accrual in the event their employment is terminated for any reason during that period.

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## **7.5 Scheduling of PDO days.**

**7.5.1** The annual scheduling of PDO days shall be in accordance with established Sheriff's Office procedures and shall require the scheduling of at least eighty (80 hours, 40 hours for probationary employees) of PDO time. Selection of vacations under this subsection shall be by seniority as defined by Article 15 within the shift/unit.

**7.5.2** All other requests for PDOs or compensatory time off shall be considered on a first- request, first-granted basis within each shift/unit such as 4-12 squad, transport, work release, etc. In case of simultaneous employee requests, seniority, as defined by Article 15, shall prevail.

**7.5.3** All requests for PDO or CTO shall be submitted in writing to the employee's immediate supervisor, defined as the supervisor in charge during the shift for which the time off is requested. Employees shall provide as much notice as is reasonably practicable, normally five days. Shift changes shall not affect previously approved vacation PDOs when the change is initiated by the Sheriff's Office.

**7.5.4** PDO requests shall be considered in the context of established minimum staffing standards.

**7.6 PDO Sell-Back.** Employees may elect pay in lieu of PDO up to a maximum of forty-eight (48) hours per year during 1999 and up to a maximum of sixty (60) hours per year starting in 2000. PDO sell-back shall be subject to the following requirements and procedures:

**7.6.1** The opportunity to sell back PDO shall be offered twice per year in the months of June and December. Requests must be submitted by May 15 and November 15 on forms designated by the payroll office.

**7.6.2** To be eligible to sell back PDO an employee must have used a total of eighty (80) hours PDO in the prior calendar year. The total of PDO sold back may not exceed the maximum hours limitation but may be apportioned according to the employee's choice between the June and December sales periods.

**7.6.3** The PDO sell-back option is subject to availability of adequate funds. PDO sell-backs may be restricted or suspended by the County. In the event PDO sell-back requests exceed available funds, the Human Resources department shall develop a procedure to equitably apportion PDO sell-backs among employees with pending requests.

**7.7** Employees whose schedules require work on the following five (5) holidays listed below shall receive one and one-half times the regular rate of pay for all hours worked on the following holidays:

New Year's Day	January 1st
Independence Day	July 4th
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November

Christmas

December 25th

**7.7.1** Employees covered by this Agreement shall not be eligible for any special holiday leave hours granted by the County or Sheriff's Office.

**7.7.2** Hours worked on the five (5) above listed holidays, in excess of the employee's regular work schedule shall be paid at the rate of two and one-quarter (2.25) times the regular rate for all excess hours worked on said holidays.

**7.8** Upon termination of employment, an employee with more than six (6) months of service with the County shall be paid for all accrued Paid Days Off and compensatory time at the employee's regular rate of pay including premiums and incentive compensation but excluding non-pay items such as clothing allowance.

**7.9 PDO Leave Donation Plan.** Employees may donate PDO to the sick leave account of another employee suffering from an extended serious illness or injury as provided for by current County policy. Leave amounts shall be calculated based on the donor's hourly rate and credited to the receiving employee based on his/her hourly rate. The County shall in its sole discretion determine the eligibility of the ailing employee to receive donations and the means for apportionment of donated leave. Such determination shall be based on the severity of the illness or injury, length of service and the employee's performance and attendance record.

## **ARTICLE 8 SICK LEAVE**

**8.1** Sick leave is provided for illness or incapacitating injury which prevents the employee from performing work, contagious disease whereby his/her attendance at work would jeopardize the health of fellow employees or the public, or as otherwise provided by law or this Article. Its use is subject to certain conditions and restrictions as defined herein. Sick leave may be used for both on and off the job injuries or illness.

### **8.2 Accruals.**

**8.2.1** All employees shall accrue sick leave at the rate of four (4) hours per month, forty-eight (48) hours per year. Employees may accumulate sick leave to a maximum of 1200 hours.

**8.2.2** All employees on leave with pay will continue to accrue benefits (e.g., sick leave and paid days off). Health and retirement contributions will continue to be made by the County and/or employee (as applicable), subject to the rules of the applicable retirement system and requirements of the relevant health plan.

**8.2.3** All regular part-time employees shall accrue pro-rated sick leave at a rate, in proportion to the number of hours worked.

**8.3 Use of Sick Leave.** Sick leave (or Paid Days Off, as applicable) will be used in accordance with the following standards and for the following reasons:

**8.3.1** Any absence due to illness or injury which requires a leave of less than two (2) full working days shall be charged to the Paid Days Off account. All leave beyond the second full day shall be charged to the Employee's sick leave account. The County will consider exceptions to the two (2) day rule, on a case by case basis, as determined by the Sheriff, in those instances where an employee is scheduled for recurring medical treatments in connection with a serious illness that requires repeated treatments on a regular basis of less than two (2) consecutive day's leave. The Sheriff may also consider a direct charge to sick leave when an employee is hospitalized for two days or longer.

**8.3.2** Employees may use sick leave in the event of an illness in the employee's immediate family requiring the attendance of the employee. For the purposes of this section, immediate family is defined as spouse, domestic partner, dependent children under 18 years of age and parents. Sick and/or unpaid leave may be allowed to care for such other relatives and in such circumstances as required by state and federal family leave laws.

**8.3.3** Sick leave may not be used unless accrued. Sick leave shall be charged to the nearest one-quarter hour.

**8.3.4** References in this article to "sick leave" are to be construed as absences relating to illness or injury, notwithstanding whether the time is charged to PDO or sick leave.

**8.4 Workers Compensation.** Employees will be covered by the Washington State Worker's Compensation Act for injuries or illnesses received while at work for the Employer. In the event of an industrial accident or injury, the employee may charge his/her sick leave account for the difference between any compensation received from the Worker's Compensation Insurance and the employees normal take home pay net after taxes.

**8.5 Reporting and Approval Procedure.** Sick leave shall be reported daily to the Employee's appropriate supervisor or a person designated to act on his/her behalf unless other arrangements have been made. Employees who know in advance that they will be absent for a particular purpose (e.g., surgery, hospitalization, dental or medical appointments) shall give notice of the dates of such leave as far in advance of the leave as is practicable.

**8.6 Medical Verifications.**

**8.6.1** The Sheriff's Office may require certification from a physician that the Employee is physically and/or mentally disabled from work during any period of sick leave and that an Employee is physically and/or mentally (as applicable) able to return to work during or following a period of sick leave. For purposes of this Section, the physician may be one designated by the Sheriff's Office, and when the examination is required by the Sheriff's Office, the cost of such physician's visit will be borne by the Sheriff's Office to the extent that its cost is not covered under the employee's medical insurance plan. Medical certification verifying the need for time-off for the employee's own serious health condition will be in accordance with the federal Family Medical Leave Act.

**8.7 Sick Leave Payoff.** Employees with a minimum of ten (10) years of service who resign in good standing, or who are laid off, or who retire from the County, will be permitted to cash out a portion of their accrued but unused sick leave at their base rate of pay according to the following formula:

Accumulated leave	% Payable
900 to 1,200	75% of hours over 900
600 to 899	50% of hours over 600
300 to 599	25% of hours over 300

For example, an employee with a balance of 1200 hours would be paid for 75% of the top bank of 300 hours ( $1200-900 \times 75\% = 225$  hours), 50% of the next bank of 300 hours ( $900-600 \times 50\% = 150$  hours) and twenty five (25%) of the next bank ( $600-300 \times 25\% = 75$  hours) for a total of 450 hours. Employees with balances below 300 hours after 10 years are not eligible for payoff.

**8.8 Funeral Leave.** In the event of a death in the immediate family, the Employee shall be granted up to five (5) calendar days to make funeral arrangements and/or to attend the funeral. For the purposes of this section, immediate family is defined as spouse, domestic partner, children, parents, brother, sister (or the step and in-law equivalents), grandparents, grandchildren, aunts, uncles, or other family members living in the employee's household. Paid

leave shall be granted for all scheduled hours of work occurring within the five day period. PDO or sick time shall not be charged for funeral leave purposes. Sufficient PDO time will be allowed to attend funeral of friends or other relatives or to serve as pallbearer or to fulfill personal needs associated with bereavement.

**8.9 Domestic Partner.** The County may develop and implement domestic partnership affidavits/certificates as a required form of notice to the County, of the creation and termination of a domestic partnership. Domestic partners may be required to certify understanding that no benefit shall extend to a former domestic partner of any employee after notice of the partnership termination is given to the County. No domestic partnership shall be recognized if it is created following termination of a prior domestic partnership until twelve (12) months has elapsed following the notice of termination.

## **ARTICLE 9 OTHER LEAVES**

### **9.1 Civic Duty and Examination Leave.**

**9.1.1 Jury Duty.** Any necessary leave shall be allowed by the Sheriff's Office to permit an Employee to serve as a member of a jury. Each Employee who is granted such leave and who, for the performance of civil duties involved, receives any compensation, shall be paid by the County for the time he/she is absent only in the amount of the excess of his/her regular salary over the compensation received for such civic duties, excluding mileage pay and pay for service on the employee's day off. Employees will be required to report for work when they are not actually serving on a jury or otherwise required to be in attendance at the courthouse related to jury duty. Employees called to jury duty shall temporarily be assigned, whenever reasonably possible, to work day shift provided they give their supervisor notice seven (7) days prior to beginning jury duty.

**9.1.2 County Examinations.** Upon prior notice to his/her supervisor, an employee shall be allowed paid work time to take examinations required for other positions within the County when to do so cannot be scheduled during off-duty time. The Sheriff's Office may change work schedules to accommodate operational needs. Testing and related time undertaken on a day off shall not be considered working hours for pay or overtime calculation purposes. Employees may use PDO or Compensatory time to ensure up to eight hours of rest immediately prior to such examination.

**9.1.3 Voting.** Employees unable to vote while off duty may use PDO or compensatory time to vote.

**9.1.4** Testifying as a witness in court arising out of the scope of employment shall be considered on-duty time. Witness fees, if any, received as a result of testimony in Court arising out of the employee's official duties shall be returned to the County.

### **9.2 Military Leave.**

**9.2.1** Employees in the bargaining unit leave who are members of the National Guard, the Army, Navy, Air Force, Coast Guard or Marine Corps Reserve of the United States of America shall be entitled to military leave pursuant to RCW 38.40.060, or other applicable state or federal laws governing military leaves.

**9.2.2** Any military leave for active duty or for training in excess of the time provided by law shall be charged to leave without pay, paid days off, or compensatory time off, at the option of the employee.

**9.2.3** Employees on authorized military leave for training shall continue to enjoy all rights afforded by this Agreement and such leave shall not influence employee performance ratings. This sub-section does not apply to employees mobilized to extended active duty, indefinitely, or in excess of 180-day orders authorized by Presidential Executive Order or declaration federalizing National Guard members.

**9.3 Leaves of Absence.** Employees may request leaves of absence of up to twelve (12) months for educational, medical/disability or compelling personal circumstances. A minimum of two years service is required for educational or personal leaves. All requests for leaves of absence or extensions shall be submitted in writing to the Sheriff and approved in advance of the effective date. Employees reporting to work at the end of an authorized leave of absence shall be employed in the same class held at the start of such leave of absence unless the employee is ineligible to return due to layoff.

**9.4 Parental Leave.** Any employee, regardless of marital status, will be granted leave after submitting to the Sheriff and/or designee a letter describing the anticipated arrival date of a natural or adopted child and the amount of parental leave requested. The maximum amount of leave which may be granted is three (3) months. If both mother and father are employed by the County, the combined parental leave will be three (3) months. Stepparents and adoptive parents will be granted identical leave benefits under the provisions of this Section. Employees on parental leave shall exhaust PDO, and other compensatory time before leave without pay. Sick leave may be used for pregnancy related disabilities and pre-natal care and the medical portion of the leave as appropriate. Return rights for employees concluding parental leaves shall be the same as those for other leaves of absence as prescribed in this Agreement. Upon request of both parents, the Sheriff or designee may grant exceptions to the "combined three (3) month" restriction on parental leave, which shall be subject to operational needs.

**9.5 Medical Leave.** Leave for an employee's own serious health condition will be provided in accordance with County policy and Washington state and federal laws.

**9.6** Absence other than duly authorized leave shall be treated as unauthorized absence without pay, and may be deemed job abandonment after three (3) days elapses without contact or explanation by the employee and grounds for disciplinary action. A rule of reasonableness shall be applied and an unauthorized absence will be recharacterized to an appropriate authorized leave under compelling circumstances such as retroactive notice of the employee's incapacity or impossibility. An employee who wishes to return to work following an unauthorized absence shall give a written statement to the Sheriff, explaining the reasons for the absence.

**9.7 Attendance.** This agreement is entered into between the Custody Officer's Guild, the Clark County Sheriff's Office and Clark County. The parties agree that employee attendance is an important element of overall job performance, contribution to the organization and service to the community. To that end, the parties agree that effective management of employee attendance should incorporate the following overall principles:

- Standards and techniques for assessing attendance should be consistent throughout the Division and the Sheriff's Office.
- Management is responsible for taking appropriate, corrective action when attendance falls below expectations.
- Employees are responsible for addressing the circumstances which give rise to absences.
- A fair measure of attendance and absenteeism must take into account both the total hours of absence and the number of individual, unscheduled absences due to illness or injury.

- Time off taken under the auspices of federal and state disability and family leave laws will not be considered as part of an assessment of employee attendance or a corrective action plan.

For the purposes of this section, "attendance" refers only to absences due to illness or injury and not to scheduled absences such as PDO, comp time, funeral, military, industrial injury leave and jury duty.

Toward the goals above, the County may utilize this attendance program as a means to communicate the importance of attendance and respond to employees with absence rates which exceed the standard. That standard is defined in the chart below. Employees below either measurement are considered to have an acceptable record. Employees outside the standard will be reviewed on a case-by-case basis as to whether their record is acceptable.

Work Schedule	Total Hours of Call-ins	Total Number of times for Call-ins	<i>Per Work Scheduled Hours/Year Days/Year</i>	
Eight(8.5) Hour Schedules	<b>68</b>	<b>8</b>	2210	260
Ten(10.5) Hour Schedules	<b>67</b>	<b>6</b>	2184	208
Twelve(12) Hour Schedules	<b>68</b>	<b>6</b>	2196	183

*(For the purposes of this table unscheduled absences both hours and number of times = call-ins. The formula to determine the varying hours and number of times based on regular work schedules = .0308% x # of scheduled work hours per year and .0308 x # of scheduled work days per year.)*

## ARTICLE 10 HOURS, OVERTIME AND WORK ASSIGNMENTS

**10.1 Master Schedule.** There is a range of work schedules in place or potentially in place for employees in this bargaining unit. Those schedules are as follows:

Name/term	Sched hrs/day (start to quit)	Paid hours	Work cycle
5-8	8½	8½	5 on, 2 off
4-10	10½	10½	4 on, 3 off
4-12	12	12	4 on, 4 off

**10.1.1** The following table indicates the alignment of work schedules with particular duty assignments within the bargaining unit. Management may select the work schedule based on management needs, where two or more schedules are listed for a unit or assignment.

Unit/Assignment	Work Schedule
Pod Control	4-12
Booking	4-12
Transport	5-8½
Rovers	4-12
Main Control	4-12
Classification	5-8½, 4-10 ½, 4-12
Work Release	4-12
Operational Sergeant	4-12
Specialized Sergeant	4-10½, 5-8 ½

**10.1.2** The Sheriff's Office agrees to provide notice to the Guild and negotiate permanent changes to the master schedule as defined above such as a decision to permanently add new work schedules, eliminate any of these schedules or change how these schedules are aligned with particular duty assignments.

**10.1.3** Temporary changes to the master schedule of up to four (4) weeks duration may be made based on operational necessity and up to eight (8) weeks duration for training purposes with forty-eight (48) hours notice; however, the notice period shall be waived in emergency situations. Absent mutual agreement, the new schedule must be one of those currently provided under 10.1. Such changes may include changing an employee's schedule within a shift/unit or moving an employee to a different shift/unit. In the case of temporary moves, the employee shall assume the work schedule associated with the

unit/shift to which assigned. With forty-eight (48) hours advance notice, the Sheriff's Office may adjust an employee's starting and quitting times for up to one work set (four days or one work week) depending on the schedule, to accommodate needs for the employee's attendance at meetings, training or other special duty assignments. Such changes are permitted only if the revised schedule calls for sixteen (16) consecutive hours or less of work and provides for adequate time off between scheduled shifts.

**10.1.4** Employees or the Sheriff's Office may propose alternative work schedules and such schedules may be established by mutual agreement. No work schedule is permitted which would result in the payment of overtime for hours worked during the regular work shift.

## **10.2 Work periods.**

**10.2.1** FLSA Work periods for 5-8½ and 4-10½ employees shall be 28 days. Work periods for 4-12 employees shall be 24 days. The parties make an FLSA Section 7(k) election.

**10.2.2** Work period shall begin with the start of the employee's first scheduled shift at the beginning of each cycle. For example, the work period for a 4-10½, Tuesday through Saturday, 0700 to 1700 employee shall begin at 0700 on Tuesday. The work day shall be considered the 24 hour period commencing with the beginning of each scheduled shift, e.g., at 0700 in the prior example.

**10.3 Rest Periods.** All employees are allowed two (2) rest periods of fifteen (15) minutes each, one (1) in each half of a full-time shift, except for employees on 4-12 schedules who shall be allowed three (3) rest periods of (15) minutes each. Employees shall receive a one half (½) hour paid meal period except that Pod Control Officers shall be allowed forty (40) minutes for meals and twenty (20) minutes for breaks. Employees may not alter their scheduled hours by foregoing or combining meal or break periods. However, when operational needs require, the supervisor may approve the combining of a meal and a break period so long as the shift ending time remains as scheduled.

## **10.4 Overtime Compensation.**

**10.4.1** Overtime shall be defined as authorized work performed in excess of the employee's regular duty shift within the 24 hour work day or in excess of the FLSA straight time limits for the work period in question. All overtime must be authorized by the Sheriff or his/her authorized representative prior to being worked. Overtime shall be rounded upward to the next quarter hour. Employees who perform unauthorized overtime work will be paid for the time worked in accordance with FLSA but may be subject to discipline.

**10.4.2** Paid leave and overtime shall be counted as "hours worked" when computing overtime.

Paid lunch periods are not work time and shall be excluded from the calculation of FLSA overtime. When employees work through the lunch period, contractual overtime shall not be paid; however, when required under the law, FLSA overtime shall be compensated.

**10.4.3** Overtime shall be assigned in accordance with Sheriff's Office procedures as they exist or may be revised.

**10.4.4** Compensation for overtime shall be paid at the rate of time and one-half (1½) the employees regular rate of pay as defined by the Fair Labor Standards Act.

**10.4.5 Compensatory Time Option.** With consent of the department, an employee may elect to accrue compensatory time off at the rate of time and one-half (1½) in lieu of overtime payments up to a maximum accumulation of eighty (80) hours. Employees who have accumulated the maximum compensatory time balance will be paid at the overtime rate for future accruals. Unused compensatory time shall be paid off at the employee's regular rate at the time of termination. Compensatory time off shall be scheduled in accordance with procedures set forth in Article 7 of this agreement.

**10.4.6 Meal Allowance.** When an employee works in excess of four hours beyond the regular shift the employer will provide a meal to the employee.

**10.4.7 Voluntary Overtime Cancellation.** Whenever an employee reports for voluntary overtime that is cancelled or shortened by the employer, the employee shall be compensated for three (3) hours of straight time pay or the actual time worked at the overtime rate, whichever is greater.

**10.5 Callback Pay.** A callback is where an employee is required to return to work outside of their regular work hours and outside the current voluntary overtime list, except for those hours contiguous with the employee's regular shift.

**10.5.1** Callbacks on the employee's regular day off shall be compensated at the rate of time and one-half (1½) the employee's regular rate of pay with a minimum of three (3) hours. For the purposes of this section regular day off means the employee's scheduled days off and any paid leave (PDO and compensatory time) which has been pre-approved.

**10.5.2** Callbacks on the employee's regular work day shall be compensated at the rate of time and one-half (1½) for actual hours worked on the callback with a minimum compensation of three (3) hours. If, after the employee reports to work which is outside of their normal work schedule and, minimum staffing is met, the employee may request to be relieved of further duty, and such request will not be denied unreasonably .

**10.6 Shift Trades.** Regular employees may trade one or more shifts during a work period provided the trade complies with the following conditions:

**10.6.1** It has the approval of both supervisors of the units, and if not available authorization by the Commander.

**10.6.2** It can be accomplished without additional cost to the employer and shall be reported for payroll purposes as if both employees had worked their regular shift.

**10.6.3** It would not unduly interfere with the operations of the employer.

**10.6.4** It is a voluntary request on the part of the employees and not at the behest of the employer.

**10.6.5** The Sheriff's Office is provided notice of the trade on a form provided by the employer and containing names and signatures of both parties, date and shift traded, purpose of trade and approximate date on which return trade will be made. Attendance obligations and the responsibility is with the employee who agreed to work a particular shift. Reciprocation of a trade is not the employer's responsibility and the County shall bear no liability for lack of reciprocation.

**10.6.6** Probationary employees no longer working with an FTO may submit a trade agreement for approval of the probationer's supervisor.

## **10.7 Job Assignments.**

**10.7.1** Assignment of employees to positions on the master schedule shall be based on the Sheriff's Office operating needs and shall be done in accordance with existing Sheriff's Office staffing procedures.

**10.7.2 Bargaining Unit Work.** The parties agree in principle that bargaining unit members should not be asked to perform non-bargaining unit work. At the same time they recognize that operating necessities may sometimes require exceptions and such exceptions are permitted on an incidental or emergency basis. The Sheriff's Office agrees to continue to develop procedures and methods to reduce the necessity for these kinds of assignments. Similarly, non-bargaining unit employees shall only be permitted to perform bargaining unit work on an incidental or emergency basis. The parties further agree that a duty to bargain exists with respect to any new and continuing assignment of work into or out of this bargaining unit.

**10.7.3 Executive Appointments.** The Sheriff or designee may make executive appointments and reassign those appointed. An executive appointment is not a promotion. No executive appointment shall be longer than four (4) years with a two (2) year extension unless otherwise agreed to by the Department and the Guild. Some assignments may be made as two (2) plus two (2) year assignments. Assignment length is a maximum time period, not a minimum; continuance in appointed positions shall occur at the sole discretion of the Sheriff or designee. Assignment length shall be communicated and documented prior to an appointment being made, unless otherwise agreed to by the Department and the Guild.

**10.8 Nepotism.** The parties agree that relatives or others with whom an employee has a romantic relationship have the potential to create conflicts in the work place and thus employees with such relationships will not be allowed to be in each other's chain of command. When bidding shifts, Sergeants will not be allowed to bid to the same shift as relatives or employees with whom they have romantic relationships. Like wise staff will not be allowed to bid to shifts with Sergeants who are relatives or Sergeants with whom they have romantic relationships. When one party is not represented, the Sheriff or designee will meet with Guild representatives to discuss what changes will alleviate the conflict of interest without undue disruption to the organization and operations.

## **ARTICLE 11 COMPENSATION**

**11.1 Salary Schedule.** Except as otherwise provided by this Agreement, the salary schedule for employees covered by this agreement shall consist of a salary range of seven steps with approximately five percent (5%) between steps. Salary schedule increases shall be applied to each step of the range. All employees shall be paid at one of the steps in the range.

**11.1.1** Effective January 1, 2005 the salary schedule shall be adjusted by two and one-half percent (2.5%) COLA. (For all employees in employment on or after April 25, 2005.)

**11.1.2** Effective January 1, 2006 the salary schedule shall be adjusted by three and one-half percent (3.5%).

**11.1.3** Effective January 1, 2007 the salary schedule shall be adjusted by two and one-half percent (2.5%) based on wages of December 31, 2006.

**11.1.4** Effective July 1, 2007 the salary schedule shall be adjusted by one percent (1.0%) based on wages of June 30, 2007.

**11.2 Payroll.** Employees covered by this Agreement shall be paid on an hourly and semi-monthly basis, with paydays on the 10th and 25th of each month. Employees shall be eligible to participate in the payroll stabilization program, consistent with the terms of that program as applied to the Deputy Sheriff's Guild. No use of the term "salary" in this Agreement shall be construed to require or allow employees to be treated as exempt or salaried employees under the FLSA.

**11.2.1** Employer mistakes on paychecks shall be corrected as soon as practicable. When overpayments occur, the employee shall, as soon as practicable, make arrangements and sign authorization for repayment of the amount owed.

### **11.3 Pay Administration.**

**11.3.1** An employee who is promoted shall be placed on the lowest step in the new range which results in an increase of approximately 5%.

**11.3.2** An employee who voluntarily demotes shall be placed at the step in the lower classification which most nearly approximates but does not exceed the rate which the employee received in the classification from which he/she is demoting. Such employee shall retain the step increase eligibility date he/she had in the higher classification. An employee who is involuntarily demoted shall be placed at the highest step within the range assigned to the lower classification which results in a decrease and such action shall result in a new eligibility date.

**11.3.3 Hourly Rate Computation.** Employees' regular hourly rates shall include shift and incentive compensation and shall exclude all other forms of compensation. All

cash-outs (PDO sell-back, termination payoffs, etc.) of paid leave shall be paid at the employee's hourly rate of pay. The following table summarizes the inclusion and exclusion of various pay forms for the purposes indicated.

Pay Type	Regular	Paid Leave	Cash-Outs
Shift differential	incl.	excl. -- see 11.5.2	excl.
Longevity pay	incl.	incl.	incl.
Out-of-class pay	excl.	excl.	excl.

**11.3.4 Recall and Reinstatement.** When an employee is recalled from a layoff list, or reinstated within twenty-four (24) months to his/her former classification, he/she shall be placed in the same step number that he/she occupied at the time of separation. The eligibility date for the next increase shall reflect time served toward the next step increase prior to separation, e.g., an employee who terminated or was laid off and had three (3) months to go before the next increase shall have an eligibility date that is three (3) months after recall or reinstatement.

**11.4 Step Increases.** Employees shall normally be hired at the first step and shall be eligible for step increases after twelve months at each step in the range. Unpaid leave of fifteen (15) days or more shall result in an adjustment to the eligibility date for the next step increase. Employees whose eligibility date falls between the first and the fifteenth of the month shall be eligible on the first day of the month. Employees whose eligibility date falls after the fifteenth of the month shall be eligible on the first day of the following month. Time served toward a step increase shall be credited by retaining the current salary anniversary date in promotions.

## **11.5 Premium Pay.**

**11.5.1 Work Out of Classification.** An employee shall be eligible for work-out-of-classification (WOOC) pay when assigned to perform substantially all the duties of a position in a higher classification for one full duty shift or more. When so assigned, the employee shall receive five-percent (5%) out-of-class pay or the lowest step of the higher pay range, whichever is greater. WOOC assignments may be made only to a vacant position (or one which is temporarily vacant by virtue of the absence of the incumbent due to leave or training) or for special assignment. Employees who work overtime while in a work-out-of-class situation shall be paid time and one half (1½) on the WOOC pay rate.

**11.5.2 Shift Differential.** Employees with 50% or more of their regularly scheduled shift worked after 5:00 PM will receive a swing shift differential of \$.40 per hour. Employees with 50% or more of their regularly scheduled shift worked after 11:00 PM will receive a graveyard shift differential of \$.50 per hour. Such differential shall be paid on all hours worked on the shift. Paid leave used shall include shift differential only if the employee was working the off hours shift in the weeks before and after use of the leave. It shall not be included in cash-outs of paid leave. Short term assignments of less than two (2) weeks to other shifts do not qualify for shift differential.

**11.6** Employees within the bargaining unit are eligible to participate in the deferred compensation program as established. Participation shall be voluntary on the part of each employee and at no expense to the County other than that required to administer the program.

**11.7 Longevity Program.** Two steps (step 8 and step 9) shall be designated longevity steps. Step 8 shall be designated for employees with eight (8) years of service. Step 9 shall be designated for employees with ten (10) years of service. Employees shall be placed at the requisite step on the first day of the month following the anniversary date. The Sheriff's Office may, in its discretion, appoint new hires at advanced steps in the range based on job related education or prior related experience.

## ARTICLE 12 - BLOODBORNE PATHOGENS AND BIOHAZARD CLEAN-UP

**12.1** It is recognized that Custody staff, in the normal course of their duties, will likely come into contact with blood and/or other body fluids raising their chances of contracting potentially harmful or fatal diseases. In accordance with the Occupational Exposure to Bloodborne Pathogens Standard (WAC 296-62-08001), it is the policy of the Clark County Sheriff's Office to observe universal precautions against exposure to both HIV (Aids) and HBV (Hepatitis B) viruses. Contact and exposure to these potentially harmful substances should be in accordance with current Sheriff's Office Policies contained in General Order 01.34.

**12.2 Definitions:** The following definitions will be utilized to augment General Order 01.34 when it pertains specifically to the jail working environment.

**12.2.1 Occupation Exposure:** Is when the alleged exposure occurred while the person was employed, or acting as an authorized volunteer, and the alleged *substantial* exposure occurred on the job

**12.2.2 Ten Work Practice Controls:** Are the common work practices used to minimize the risk of exposure. These practices are taught during the Blood-borne Pathogen training.

**12.2.3 Small Spill -** A spill that consist of inmate blood droplet(s), or other body fluids that the inmate themselves or staff can clean up without risk or substantial exposure.

**12.2.4 Large Spill -** A spill that consists of a considerable amount of blood and other body or where there has been spraying or splashing.

**12.2.5 Contaminated Flooding -** A flooding of contaminated water from a sewer system that may potentially transmit infectious particles. This does not include flooding that originates from potable water systems.

**12.2.6 Substantial Exposure:**

- A physical contact resulting in an exposure presenting possible risk, Similar to:
- A physical assault upon the exposed person involving blood, semen, or vaginal fluids.
- Intentional, unauthorized, non-consensual use of needles or sharp implements to inject or mutilate the exposed person.
- An accidental parental or mucus membrane or non-intact skin exposure to blood, semen or vaginal fluids.

**12.2.7 Level I. Incident:** Is a scene where pieces of evidence or property suspected of being contaminated with blood or other body fluids must be handled.

**12.2.8 Level II. Incident:** Is an interior or exterior scene with little or no blood or other body fluids, or, a small spill.

**12.2.9 Level III. Incident:** Is a scene with a small spill but there is the risk of the suspected blood or other body fluids spraying or splashing during clean up.

**12.2.10 Level IV. Incident:** Is an interior or exterior scene with a large spill or contaminated flooding or the situation presents the possibility of splashing or spraying of blood or bodily fluids.

**12.2.11 Incident Containment:** Is the action or actions taken by staff when the incident is first discovered. Incident containment involves steps taken to prevent the spread of the contamination to other people or other areas. This would include such things as segregating a bleeding inmate(s), restricting access to a contaminated area, shutting off water supplies, placing barriers to prevent contaminated flooding from reaching other areas, moving or covering documents, property and/or equipment to prevent contamination or further contamination.

**12.3 Exposure Prevention.** Staff are advised to take the following precautions when dealing with potential exposure situations.

Level I Incident:

Follow the ten work practice controls  
Wearing of latex glove

Level II Incident:

Follow the ten work practice controls  
Wear latex gloves

Level III Incident:

Follow the ten work practice controls  
Wear latex gloves  
Wear eye protection / disposable face mask  
Wear disposable booties and gown

Level IV Incident:

Follow ten work practice controls  
Wear latex gloves  
Wear disposable face mask eye protection  
Wear protective clothing  
Wear disposal booties / or rubber boots (sanitized after wearing)

**12.4** In an event of an emergency or exigent (urgent) circumstances, the prevention measures outlined in the above risk levels will be adhered to prior to dealing with the incident scene.

**12.5 Incident Level Determination.** In the event of an incident, the on-duty supervisor shall personally inspect the scene and make a determination as to the potential exposure level.

**12.6 Decontamination Procedures.** When practical, the person causing the spill shall be required to decontaminate the scene. Inmate workers are not allowed to clean up any bio-hazardous materials, unless the substance is from themselves.

In the event the duty supervisor determines that the exposure scene is a Level I, II or III, they shall request on duty volunteers to perform the clean up using the exposure prevention equipment outlined above and using decontamination procedures outlined in PIM #13. Lacking volunteers, the shift supervisor shall appoint on duty staff.

In the event the duty supervisor determines that the exposure scene is a Level IV, the supervisor shall have staff immediately begin incident containment followed by contacting the cleaning service vendor for decontamination and clean up.

## **ARTICLE 13 HEALTH AND WELFARE**

**13.1 Medical / Dental Plan Descriptions and Coverage.** Subject to the limitations and conditions herein, the County shall provide the following medical plans and dental plans for each eligible employee and his/her eligible dependents.

**a) 13.1.1 Medical Plans.**

- b) 2005 – Maintenance of benefits, fully paid premium through the end of the month of ratification. Guild changes to County Plan first of the month following date of ratification, with no change to current selections from last open enrollment. County pays 100% of premium for employee and dependent coverage.
- c) 2006 – Maintenance of Benefits, fully paid premium in the County Plan, as amended, as of January 1, 2006.
- d) 2007 – Guild maintains participation in County Plan, as amended, as of January 1, 2007. For 2007, the composite budget may be increased by up to 10%; employee only coverage shall be paid at 100%; any cost over a 10% increase on the composite budget shall apply to dependent coverage, be paid by the employee, and shall not exceed \$100.00 per month per employee. Dependent costs will apply equally for all health plans. In the event agreement has not been reached prior to open enrollment in 2007 for the successor agreement for 2008, then increases will be handled in like fashion as “status quo.” The Guild shall participate in open enrollment regardless of the status of impact bargaining or full negotiations.

**13.1.2 Dental Plans.**

- a) Washington Dental Service Plan
- b) Kaiser Dental Plan

**13.1.3** The County retains the exclusive right to select the plans and carriers (or to develop and implement a self-insurance plan) for medical and/or dental coverage; provided that the successor plan(s) shall provide substantially equal, or better coverage than the medical or dental plan previously in effect.

**13.1.4** The Guild may participate in the County Health Care Committee. If the Guild elects to participate and provided it continues to exist, such participation shall not be deemed a waiver of the Guild's right to bargain concerning health benefits. In accordance with the terms of the Charter and the MOU between the participants of the Committee, the Guild may either participate fully and waive bargaining concerning healthcare benefits, or Guild representatives may attend in order to watch, listen, and learn but not participate as members.

**13.2 Premiums.** The Guild shall be enrolled during 2007 in the County Plan. For plan year 2007, the Guild may bargain concerning the impacts of any changes in plan design in 2007 in comparison with 2006 related to deductibles, hospital co-insurance, and doctor visit co-pays and drug co-pays, as described below. If a substantial change in plan design other than those

described below occurs, then the Guild may demand to bargain concerning only the impact of those substantial changes. If a change is made to any one of the following which is greater than the amount stated below, then the Guild may bargain the impacts of the change:

- a) Office visit co-pays may increase by \$5.00.
- b) Prescription drug co-pays may increase up to \$5.00 for each tier.
- c) Deductibles may be increased by \$100.00 per individual, \$200.00 per family.
- d) Co-insurance may be increased by not more than 5%.

### **13.3 Enrollment.**

**13.3.1** For new employees with a hire date between the 1st and 15th of the month, medical coverage shall begin on the first day of the following month after employment begins. For employees starting after the 15th of the month, coverage shall begin the first calendar day in the 2nd month of employment. (For example, hired August 10: coverage starts 9/01. Hired August 25th: coverage starts 9/01). Dental coverage shall begin on the first of the month following ninety (90) days of service.

**13.3.2 Open Enrollment.** The County agrees to provide open enrollment periods annually and not less than thirty (30) days prior to any change in medical coverage. Such open enrollment periods shall be not less than two (2) weeks in duration.

**13.4 Flexible Spending Accounts (FSAs).** The County agrees to make available Dependent Care and Health Care Flexible Spending Accounts as provided in the Internal Revenue Code Section 125.

**13.5 Life Insurance.** The County shall procure and pay premiums for a \$25,000 group term life, accidental death and dismemberment insurance policy for each eligible employee, effective January 1, 1994. Additional Term life insurance and coverage for the employee, employee's legal spouse, or dependent children, shall be made available, subject to individual evidence of insurability, and payable through payroll deduction.

**13.6 Long Term Disability Insurance.** The County shall provide each employee a 60%, 180 day waiting period long term disability insurance policy with normal provisions.

**13.7 Liability Insurance.** During the term of this Agreement, the County shall provide liability insurance (or self-insurance) for bargaining unit employees. Such insurance shall defend and indemnify employees against allegations arising from acts or omissions occurring within the scope of the duties and responsibilities of the employee's employment to the full extent provided for by Washington State law. Such insurance or self-insurance shall also cover all costs, including attorney's fees, connected with proposed or threatened suits and negotiated settlements, provided that the County need not indemnify and defend the employee for any dishonest, fraudulent, criminal or malicious act or for any action including acts or omissions outside the scope of duties and responsibilities of the employee's employment.

**13.8** The County will continue to provide a comprehensive Employee Assistance Program (EAP).

## **ARTICLE 14 UNIFORMS AND EQUIPMENT**

**14.1** All employees assigned to a plain-clothes duty shall be paid a clothing allowance of \$570.00. This allowance will be paid in equal quarterly payments each year. The first allowance shall be paid upon regular assignment to a plain-clothes duty. The Sheriff retains the right to determine plain clothes assignments.

**14.2** All employees required to wear uniforms will be furnished appropriate three (3) sets of the standard approved uniform (pants, shirts, ties) and one pair of approved footwear. The uniforms shall be replaced in a timely fashion, as serviceability dictates and within budget constraints.

**14.3 Cleaning Service.** The County shall provide a dry cleaning service for all uniformed officers for cleaning of up to three (3) uniforms per week.

**14.4** The County shall provide for those employees required to carry them, a standard service sidearm and a standard set of gear as required which the employee will maintain and return to the County upon the termination of assignment. The County shall determine the standard service sidearm.

**14.5** Employees required or permitted to carry fire arms shall be provided for the purpose of training, up to a maximum of one hundred (100) rounds of ammunition per month. This does not include rounds provided for qualifying.

**14.6 Mileage Reimbursement.** Employees shall be entitled to mileage reimbursement for business miles authorized and driven in a personal vehicle per County policy.

**14.7** The Employer will replace County equipment and uniforms damaged or destroyed beyond normal wear and tear while on duty.

**14.8** The County shall reimburse employees for personal items lost in the line of duty in accordance with the County's policies.

**14.9** The County agrees to provide any equipment that the employee is trained in and required or authorized to use. These items would include personal protective equipment as provided by General Orders.

**14.10** The Guild and the Sheriff's Office agree that technological updates provide a mutual benefit for facility operations and employee work efficiencies. When updates in technology occur which have beyond a de minimus impact on mandatory subjects of bargaining, the Sheriff's Office agrees to initiate negotiations on the impacts of such changes, not less than ninety (90) days prior to the planned implementation date. Such negotiations shall be conducted via LRT (Labor Relations Team) meetings and the Sheriff's Office is authorized to implement the changes pending the conclusion of negotiations if agreement is not reached within the allotted 90 day period.

**14.11** Guild members will be required to wear body armor (vests) whenever the duty assignment requires carrying or using firearms. Clark County will replace uniform shirts for Transport Officers whose shirts do not fit properly because they are now wearing body armor (vests).

**14.12** Clark County will, upon request, purchase up to three (3) "Breathable" type T-shirts for Transport Officers to wear under their ballistic vest. The brand of T-shirt will be determined by the County. Transport Officers will be responsible for cleaning the "Breathable" type T-shirts.

**14.13** The Chief or his designee will keep several sets (two of each standard size for males and females) of unexpired body armor (vests) available to Officers for transports or high profile court cases, etc.

## **ARTICLE 15 SENIORITY**

**15.1** Except as otherwise defined in this Agreement, Seniority shall be defined as follows:

**15.1.1** Seniority is determined by the length of an employee's continuous active employment within a classification for the purpose of step increases, scheduling of PDO and compensatory time off, layoff purposes and for shift bidding.

**15.1.2** Service is determined by the length of an employee's continuous active employment with the County for purposes of accrual of paid days off.

**15.1.3** Seniority for the purposes in 15.1.1 shall be maintained but not accrue during employment with the County in positions outside of the bargaining unit provided the employee returns to the bargaining unit position within two years. The two years limitation shall not apply in the case of promotion to Commander or appointed positions within the Sheriff's Office.

**15.2** The Sheriff's Office will provide to the Guild a copy of the seniority list each year for posting on designated Guild bulletin boards.

**15.3** Except as provided under the definition of re-employment, an employee shall lose all seniority in the event of termination. Employees shall maintain, but not accrue, seniority during leaves of absence of fifteen (15) days or more. Employees shall continue to accrue seniority during the following:

**15.3.1** Paid military leave (15 day annual training leave).

**15.3.2** Industrial injury leave.

**15.3.3** Family and medical leave not to exceed three (3) months.

**15.3.4** Leave without pay of less than fifteen (15) days, and extended leaves without pay for job-related, educational reasons directly related to a job assignment if leave with seniority accrual is approved by the Sheriff in advance, in writing.

**15.3.5** Employees who promote or demote to positions within the bargaining unit shall continue to accrue classification seniority in their former classification, for example a Custody Officer who promotes to Sergeant and subsequently returns to the classification of Custody Officer.

**15.4** The following table illustrates when seniority continues to accrue (A); is maintained but does not accrue (M), or is lost (L), creating a start-over situation:

<b>Period of Absence from a Classification</b>			
	0-14 Days	15 Days - 2 yrs	More than 2 yrs
Service within Bargaining Unit	A	A	A
Service within Sheriff's Office but outside of Bargaining Unit	A	M	L*
Service within County but outside of Sheriff's Office	A	M	L
Service prior to resignation and re-hire	L	L	L

\* Except with respect to the provisions in 15.1.3.

## **ARTICLE 16 LAYOFF AND RECALL**

**16.1** The Sheriff's Office may lay off any employee whenever such action results from shortage of work or funds, the abolition of a position because of changes in organization, budget adjustments directed by the Board or other reasons outside the employee's control of a non-disciplinary nature; however, no regular or probationary employee shall be laid off while there are temporary or provisional employees serving in the classification for which the regular or probationary employee is eligible and available. Layoff of probationary or regular employees shall be made in inverse order of seniority in the job classification.

**16.1.1** Employees also may be laid off by being bumped or displaced by former bargaining unit employees in promoted/appointed classifications of Commander or in an unclassified position who are being returned to their former classification pursuant to RCW 41.14.290.

**16.2** Layoff of probationary or regular employees shall be made in inverse order of seniority by classification. In the event that there are two (2) or more employees eligible for layoff with the same classification and seniority, the Sheriff will determine the order of layoff based upon order of selection during the rule-of-3 process. The names of probationary employees laid off under this Section shall be entered on the eligible register for the classification from which they were laid off in order of seniority. The names of probationary employees shall be certified for available vacancies ahead of outside candidates but otherwise in accordance with the County's Civil Service Rules and procedures (Rule of 3 basis). Probationary employees shall be eligible for re-employment under this procedure for the life of the eligible list or six (6) months, whichever is greater.

**16.3** In lieu of layoff, a regular or probationary employee may request reassignment to a position in a lower classification in which the employee had attained regular status by successfully completing the probationary period. In such event the employee may bump the employee with the least seniority in the lower classification; provided that the employee is qualified to perform the assignment. Seniority for bumping purposes under this section shall include seniority in the classification from which the employee was laid off and seniority in the classification to which reassignment is requested.

### **16.4 Recall.**

**16.4.1** The name of regular employees who are laid off or displaced under this Article will be placed on the recall list for the classification previously occupied in inverse order of layoff. The recall list will remain in effect for a period of three (3) years, until the employee requests that his/her name be removed from the list, or until the employee declines re-employment in the classification from which he/she was laid off, whichever is sooner.

**16.4.2** An employee who is laid off will be eligible for recall rights in the classification from which he/she was laid off and for other classifications within the bargaining unit in which the employee had attained regular status by successfully completing the probationary period. Placement on the recall list for a lower classification will be based

on seniority in the classification from which the employee was laid off and seniority in the classification for which recall rights are requested.

**16.4.3** The County shall notify an employee on the recall list of his/her recall to work by certified mail to the employee's last known address. The employee shall respond in writing within seven (7) days of receipt of such notification or forfeit his/her right to recall under this Article. The employee bears sole responsibility for ensuring the last known address is accurate in the County records.

**16.5** Employees shall be provided a minimum of thirty (30) days notice of layoff or two (2) weeks pay in lieu of notice. The Guild shall be notified concurrent with notice to employees. Two (2) weeks notice is required for employees who are reassigned to lower classifications. Contingent notices may be issued to employees whose positions are not being eliminated but who the County determines are subject to being bumped by more senior employees. Employees shall be presumed to desire to accept reassignment in lieu of layoff and shall advise the Sheriff's Office within five (5) working days if they choose to decline reassignment.

**16.6** The employer shall pay the employer's portion of a laid off employee's medical and dental premiums through the end of the month succeeding the month in which layoff occurs.

**16.7 Salary Effects.** An employee who bumps into a lower classification (i.e., one with a lower maximum base wage rate) shall initially be placed in the highest step in the lower range not exceeding his/her former base salary. An employee who is recalled from layoff status shall be placed at his/her former step.

## **ARTICLE 17 DISCIPLINE / DISCHARGE**

**17.1** The parties agree that the Employer has the right to discipline regular employees for just cause. Discipline shall be considered oral reprimand, written reprimand, suspension, demotion or termination. Other corrective actions -- counseling, training, performance evaluation and the like -- are not considered disciplinary.

**17.2** New hire or re-hire probationary employees may be disciplined or terminated any time and such action shall not be subject to grievance or Civil Service appeal. An employee serving a promotional probationary period may be demoted to the prior classification and such action shall not be subject to grievance or Civil Service appeal.

**17.3 Performance Evaluations.** While performance evaluations are not grievable, the employee may meet with the rater and reviewer and submit reasons, justification(s) to substantiate any change(s) in ratings. Reviewer retains authority to mitigate areas of conflict or uphold the evaluation.

**17.4** Regular employees subject to discipline at the level of a suspension, demotion, or discharge shall be given an opportunity to respond prior to the imposition of such discipline. The opportunity to respond shall be at a meeting with the Sheriff or his designee, where the employee or his/her designated representative shall have the opportunity to speak to the reasons for the discipline. The role of the Guild representatives shall be to represent the interest of the Employee(s) under the application of this Agreement. The Guild representatives may confer with the employee at any time regarding his/her rights. The letter setting up the meeting shall contain the elements specified in General Order 01.32.220, relating to suspension, demotion and discharge procedures.

**17.5** An employee suspended without pay may request permission to forfeit accrued paid days off in lieu of suspension. Seniority shall not accrue during suspensions of longer than fourteen (14) days regardless of whether PDO time is charged.

**17.6** Employees (other than those on initial probation or probation pursuant to re-hire) shall not be subject to disciplinary termination without progressive discipline, which shall include first being warned, in writing, that the objectionable conduct, unless corrected, may lead to termination; provided, that such prior forewarning shall not be required where the relevant circumstances indicate that immediate termination is warranted without the need of progressive discipline.

### **17.7 Personnel Files.**

**17.7.1** Employees shall be provided copies of all adverse material to be included in their personnel file and shall have the right to attach statements in rebuttal or explanation.

**17.7.2** Upon written request by an employee, to the Sheriff or his/her designee, written reprimands placed in an employee's personnel file shall be removed from an employee's central and Sheriff's Office personnel file and supervisory file after three (3) years provided that no other incident serious enough to require an oral reprimand or higher

level discipline. Adverse material for which no corrective action is taken shall not be placed in the personnel file(s). All disciplinary matters which are determined to be not-sustained, unfounded, exonerated shall not be placed in, or if they are, shall be removed from the employee's personnel file(s). Additionally, the personnel file(s) shall not include records of counseling, oral reprimand, IA reports or other adverse materials except those in support of discipline at the level of a written warning or higher.

**17.7.3 Suspensions.** Disciplinary suspensions may be removed from personnel files subject to the following considerations and procedures:

**17.7.3.a** The employee must request removal of the disciplinary suspension in a letter documenting the reasons and compliance with the conditions herein.

**17.7.3.b** The removal eligibility period shall be five (5) years for performance based suspensions and ten (10) years for misconduct based suspensions.

**17.7.3.c** The removal eligibility period shall be extended by an additional similar written discipline. This means the employee's record must be free of any similar written discipline for five (5) years or ten (10) years, respectively, for a suspension to be removed.

**17.7.3.d** Disciplinary suspensions meeting the conditions herein shall normally be removed. The Sheriff or his designee shall respond within thirty (30) days and may, based on reasonable concerns, deny the employee's request, and such denial shall be subject to grievance procedure.

**17.7.3.e** Disciplinary suspension removed from personnel files under this section shall be retained in separate, sealed disciplinary files and shall not be subject to public inspection or release, including outside background investigations. The Sheriff may consider material in these sealed files in future promotion decisions provided the discipline in these sealed files addresses the employee's suitability for promotion.

**17.7.4** Employee personnel and IA files will be maintained as confidential records to the full extent allowed by law. Access to the employee's personnel file shall be limited to the employee, his/her authorized representative, officials of the County and Sheriff's Office and such other persons or agencies as may be allowed under state and county laws and regulations.

**17.8** If an employee is given a directive by a Supervisory Officer, which he/she believes to be in conflict with any provisions of this Agreement, the employee shall comply with the directive at the time it is given and thereafter exercise his/her right to grieve the matter. The employee's compliance with such a directive will not prejudice the employee's right to file a grievance, and his compliance will not affect the resolution of the grievance.

**17.9** An employee's willingness to agree to treatment through the Employee Assistance Program, including participation in and the outcome of the treatment will be considered in disciplinary decisions.

## **ARTICLE 18 DISCIPLINARY INVESTIGATIONS**

### **18.1 Preamble.**

**18.1.1** All employees within the bargaining unit shall be entitled to protection of this article with respect to disciplinary investigations

**18.1.2** The duties and responsibilities of employees place them in authority over inmates and may place them in conflict situations. When complaints may raise questions concerning the actions of bargaining unit members, investigations by superior officers and/or Internal Affairs Division may be initiated as required to make appropriate determinations.

**18.1.3** In an effort to ensure that non-criminal investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines are established

### **18.2 Internal Investigations.**

**18.2.1 General Procedures.** Investigations shall be conducted in accordance with chapters 01.31 "Discipline" and 01.32 "Internal Investigations" of the Sheriff's Office General Orders. The County agrees that, except for non-mandatory subjects of bargaining, these chapters will not be amended except by mutual agreement or through bargaining between the County and the Guild. The Sheriff's Office may place an employee on administrative leave, with or without pay, pending an investigation. To the extent the Sheriff or any other appellate body finds that the discipline is not warranted, the employee shall be compensated for any loss in pay.

**18.2.2 Advance Notice.** With the exception of criminal cases, prior to being interviewed regarding an internal investigation for any reason which could lead to disciplinary action, the employee shall be:

**18.2.2.a** Informed of the nature of the investigation and whether he/she is a witness or a suspect(s) and, when known, informed of information necessary to reasonably apprise him of the nature of the allegations of the complaint.

**18.2.2.b** Whenever a delay in conducting the interview will not jeopardize the successful accomplishment of the investigation, advance notice shall be given the officer if possible, not less than twenty-four (24) hours before the initial interview commences or written reports are required from the officer. If less than 24 hours notice is given, the employee shall be afforded an opportunity and facilities to contact and consult privately with a representative of the Guild.

### **18.2.3 Interview Safeguards.**

**18.2.3.a** Any interview of an employee should normally be when the officer is on duty unless the seriousness of the investigation dictates otherwise. Interviews of employees who are off duty will be considered working time. Interviews will be

conducted on timelines established by and described in Sheriff's Office General Orders.

**18.2.3.b** Interviews should take place at the Sheriff's Office or elsewhere if mutually agreed upon, unless the emergency of the situation necessitates otherwise.

**18.2.3.c** The employee may have a guild representative present. However, the interview may not be unduly delayed awaiting an unavailable guild representative when other guild representatives are available. The representative shall inform the interviewer of any action or condition which he/she believes is not in compliance with the requirements of this Article. In any instance where the employee and Guild representative believe that the employee could be criminally charged, for matters under investigation, the employee may consult privately with and have present a personal defense attorney, provided such arrangements are made within the notice period and do not delay the interview.

**18.2.3.d** The employee being interviewed shall be informed of the name, rank, and authority of the interviewer and identify, all other persons present during the interview.

**18.2.3.e** Interviews shall not be overly long in relation to the circumstances under investigation. The employee should be entitled to such reasonable intermissions as requested for personal necessities, telephone calls, and rest periods.

**18.2.3.f** If, in the judgment of the investigator, the circumstances under investigation warrant a formal recorded interview, the interview may be recorded, consistent with applicable law. Upon request, the employee will be provided a copy of the recording, or may record the interview at his/her own expense. If the interviewed employee is subsequently charged and any part of any recording of the interview is transcribed by the Sheriff's Office, the employee shall be given a copy at no charge.

**18.2.3.g** Interviews should be conducted and investigations should be concluded in a timely manner.

**18.2.4** When the investigation results in sustained charges, if discipline is considered and notice is given under General Orders, the employee will be furnished with a copy of the summary report of the internal investigation at the completion of the investigation, which will contain all material facts of the matter.

**18.2.5** When the investigation results in a determination of a sustained complaint and disciplinary action, only the finding and disciplinary order may be placed in the employee's personnel file.

**18.3 Personal Information.** Evidence against an employee that has been illegally obtained by the County may not be introduced as evidence in any proceeding relating to the discipline imposed.

**18.4 Lie Detector Tests.** Per state law, no employee shall be required to take any lie detector , voice stress analyzer or similar tests as a condition of continued employment.

**18.5 Violations.** If the County violates the terms of this Article in the investigation of an employee's conduct, subsequently imposes a suspension without pay, a demotion, or dismissal, then the arbitrator in the hearing of any resulting grievance shall take this violation into account and give it such weight as he/she deems reasonable, given the severity of the violation and the total circumstances of its occurrence.

## **ARTICLE 19 GRIEVANCE PROCEDURE**

### **19.1 Purpose and Scope.**

**19.1.1** The purpose of this Grievance Procedure is to establish an effective process for the fair, expeditious and orderly adjustment of grievances. Only matters involving the interpretation, application, or enforcement of the terms of this Agreement shall constitute a grievance.

**19.1.2** The Parties agree that every effort should be made to settle grievances as soon as possible at the lowest possible level.

**19.1.3** A grievance may move to any level in the grievance procedure by written mutual agreement of the parties.

**19.2** A grievance may be brought under this procedure by one or more aggrieved employees, with or without a Guild representative; or by the Guild as a class grievance (hereafter described as "the grievant"). No grievance shall be processed beyond Step 3 without Guild concurrence and representation. Class, economic and disciplinary grievances shall be initially submitted at Step 2. Disciplinary grievances not resolved at Step 2 shall proceed directly to Step 4. Grievances concerning oral or written warnings may not be processed beyond Step 2. However, if the Employer offers evidence of an oral or written warning in support of a suspension or discharge, the grievant may challenge the existence of just cause supporting issuance of the oral or written warning in the grievance challenging the suspension or discharge.

**19.2.1** A grievance not brought within the time limits prescribed shall be considered settled on the basis of the last decision received by the employee, which shall not be subject to further appeal, nor shall the Guild be entitled to pursue the grievance further. A grievance or complaint not responded to by the appropriate Employer representative within the time limits specified at any applicable lower step, shall be moved to the next step in the procedure. The time limits prescribed herein may be waived or enlarged by mutual agreement, in writing, by the aggrieved employee, or the Guild in a class grievance, and the appropriate Employer representative at each step.

**19.3** The grievant shall attempt to resolve the matter with his/her immediate supervisor within ten (10) working days of its occurrence or within ten(10) working days of the date the employee should have had knowledge of its occurrence, whichever is later. For the purposes of this section, the immediate supervisor is considered the first level of management not included in the bargaining unit.

## **19.4 Steps.**

**19.4.1 Step 1.** If the Grievance cannot be resolved informally with the immediate supervisor, the written grievance shall be filed with the Jail Chief with copies to the Sheriff's Personnel Office within ten (10) working days of the conclusion of the informal resolution attempt. The Jail Chief shall respond in writing within ten (10) working days. Written Grievances and responses shall address, at a minimum, the following points:

**19.4.1.a** The statement of the grievance/response and the facts upon which it is based;

**19.4.1.b** A statement of the specified provision(s) of the Agreement that is (and) the basis of the grievance/ response.

**19.4.1.c** The manner in which the provision is purported to have been violated, misapplied or misinterpreted (or in which the provision supports the response);

**19.4.1.d** The date or dates on which the alleged violation, misinterpretation or misapplication occurred; and

**19.4.1.e** The specific remedy sought or offered.

**19.4.2 Step 2.** If the grievance is not resolved at Step 1, the aggrieved employee shall submit the written grievance to the Sheriff through the Sheriff's Personnel Office within ten (10) working days. The Sheriff or his designee shall respond in writing within ten (10) working days.

**19.4.3 Step 3.** If the grievance is not resolved at Step 2, the aggrieved employee or Guild shall submit the non disciplinary written grievance to the Board's designee for Labor Relations, (or, in his/her absence, to the Board) within ten (10) working days of receipt of the Sheriff's response. The Board's designee or Board of County Commissioners shall respond in writing within ten (10) working days. Disciplinary grievances bypass this Step 3 and are considered at Step 4.

**19.4.4 Step 4.** If the grievance is not resolved, the Guild or the County may submit the dispute to final and binding arbitration. The Guild shall notify the other party in writing, of submission to arbitration within ten (10) working days after receipt of the Employers written response in Step 3 above.

**19.5** If the parties fail to agree upon an arbitrator within ten (10) working days, a list of nine (9) qualified neutrals shall be requested by the party requesting arbitration within ten (10) additional working days from the Washington Public Employee Relation Commission (PERC). Within ten (10) working days after receipt of the list, the parties shall alternately strike the names on the list, and the remaining name shall be arbitrator. The first strike shall be determined by the toss of a coin.

**19.6** The arbitrator shall have the power to issue and enforce subpoenas in accordance with Chapter 7.04 RCW. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this agreement in arriving at a decision of the issue or issues presented and shall confine his/her decision solely to the precise issues submitted for arbitration, and shall have no authority to determine any other issues not so submitted to him. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator's decision shall be in writing and within the scope and terms of this Agreement.

**19.7** The losing party shall bear the fees and expenses of the arbitrator.

**19.8** Working days means Monday through Friday, excluding holidays. When computing deadlines under this Article, the day which triggers the deadline (contract violation, receipt of grievance, etc.) shall not be included.

**19.9** Except as provided in Section 1.3, it is understood that taking an issue to arbitration shall constitute a waiver of the right of the Guild to litigate the subject matter in any other forum. It is further understood that any employee who takes an issue to arbitration shall hereby waive his/her right to a Civil Service hearing under the County's Civil Service Rules and that an employee who takes an issue to a Civil Service hearing waives his/her right to an arbitration hearing. It is also agreed that the grievance procedure is intended to be the exclusive remedy for resolving contractual disputes that may arise out of the interpretation or application of this collective bargaining agreement.

## **ARTICLE 20 OTHER PROVISIONS**

**20.1** The Employer agrees to provide each employee access to Sheriff's Office Manual(s) by placing copies in strategic locations in the Sheriff's Office.

### **20.2 Off Duty Employment.**

**20.2.1** Any employee who wishes to take additional employment during off-duty hours will inform the Sheriff in writing and gain permission for said employment from the Sheriff before accepting the employment. In doing so, the employee will fully describe the nature of the work to be performed and the hours of work. If it is judged that the additional employment could adversely affect the employee's on-duty work performance or the Sheriff's Office's image or efficiency, the request may be denied by the Sheriff.

**20.2.2** If any off-duty employment situation held by an employee is found to interfere, as detailed above, the employee will be required to terminate such employment. The primary obligation and responsibility of an employee who accepts off-duty employment must be to the Sheriff's Office. Employees directed to report for overtime work will do so regardless of their off-duty employment situations.

**20.2.3** If requested by the Sheriff, employees agree to obtain a written agreement from the off-duty employer to defend and indemnify Clark County from any claims, liability or damages resulting from such claims, arising out of the activities of the off-duty employee while engaged in such off-duty employment. Agreement forms will be provided by the County. The defense of claim, or liability for damage, arising from off-duty employment shall be the responsibility of the off-duty employer.

**20.3 Security Response Team (SRT).** The SRT will be made up of Custody Officers Bargaining Unit members including a supervising Sergeant for the SRT team. The SRT will be used for mini-unannounced searches of the jail in order to remove contraband items, discover breaches, and otherwise as assigned. The Administration will provide for approximately one unannounced SRT deployment per month. The SRT will conduct full safety and security jail inspections not less than once annually. During full inspections the jail will be closed to all but the required services. In addition the SRT will conduct area specific searches when there is reasonable suspicion of contraband in the jail and search requirements are beyond the resources available within current staffing.

**20.4 Job Sharing.** The Sheriff will consider applications for job sharing under terms and conditions consistent with the agreement with County Policy.

**20.5 Fitness.** The Guild agrees to participate in a fitness standards group during 2003, which may include participating in the regional, law enforcement, fitness standards committee. The Guild agrees that their participation establishes their input into the setting of the standards, which will be reviewed and approved by a fitness specialist prior to adoption. The County agrees to delay any formal implementation of the standards until the matter has been fully bargained and if unable to reach resolution, arbitrated. Matters to be bargained following the establishment of a standard would include issues such as length of phase in timeline, economic benefits attached to

attainment of the standard and/or aid in reaching the standards, whether or not employment would be impacted and if so, how/when, etc.

## **ARTICLE 21 SCOPE AND SEVERABILITY**

**21.1 Savings Clause.** Should any article, section or portion thereof of this Agreement be held unlawful and unenforceable such decision shall apply only to the specific article, section, or portion thereof directly affected. The parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

### **21.2 Entire Agreement.**

**21.2.1** This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, except for written supplements to this instrument executed subsequently thereto.

**21.2.2** All matters not prescribed by the language of this agreement may be administered for its duration by the employer in accordance with the Civil Service Rules, County personnel policies and the Sheriff's Office General Orders. In the event of a conflict between those documents and this agreement, the provisions of this agreement shall prevail. The Guild shall be provided copies of all changes to those policies and general orders or notice of changes to established past practices (unless changed by the terms of this agreement) and afforded the right to bargain the impact of those changes on mandatory subjects of bargaining which are not governed by this agreement.

**21.2.3** In the event the County desires to change the above referenced rules, policies, orders or an established past practice, the County shall provide written notice to the Guild Attorney and President of the proposed changes at least thirty (30) days prior to implementation of the changes. The Guild shall have thirty (30) days to object to the proposed changes. If the Guild fails to object then the Guild shall be deemed to have waived its right to bargain and the County may implement the proposed changes without further negotiations.

**21.2.4** In the event the Guild objects, the Guild shall specify in writing the basis for its objections and why the Guild believes an obligation to bargain exists. If the County disagrees as to whether the obligation to bargain exists, the County may implement and the Guild may pursue its remedies under the RCW, including filing an unfair labor practice complaint regarding the County's obligation to bargain prior to implementation. If the parties agree that an obligation to bargain exists, the parties shall negotiate to resolution or impasse under the RCW.

**21.2.5** In the event of an emergency as defined under Article 2 of the agreement, the County may, in lieu of the thirty (30) days notice, provided for in Section 21.2.3 above, provide notice and implement at the same time. Should the Guild disagree with the existence of an emergency, the Guild may pursue its remedies under the contract or RCW. If a policy is implemented under emergency circumstances, the County will then commence bargaining with the Guild regarding the policy.

**21.2.6** This article in no way sets aside an employee's right to use the grievance procedure contained herein.

**21.3 Duration.** This Agreement shall be effective as of the first day of the month following ratification by the parties and shall remain in full force and effect through the 31st day of December, 2007. No provision shall be applied retroactively unless specifically agreed in writing by the parties.

## APPROVALS

**BOCC Approval Date: 10/11/2005**

**Guild Ratification Date:**

**FOR THE COUNTY:**

**FOR THE CUSTODY OFFICER'S GUILD:**

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**Betty Sue Morris, BOCC Chair**

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**Jaime Goldberg, Attorney for the Guild**

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**Francine Reis, Human Resources Director**

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**Alex Ramirez, Guild President**

**FOR THE SHERIFF:**

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**Jack Huff, Guild Vice President**

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**Garry E. Lucas, Sheriff**

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**Brittney Cordell, Negotiation Team Member**

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**Joe Dunegan, Undersheriff**

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**Chris Randol, Negotiation Team Member**

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**Jackie Batties, Chief Jail Deputy**

## **APPENDIX: A**

### ***FILLING OF TRANSPORT VACANCIES***

The parties agree to initiate a committee of four (4) to modify the current practice of filling transport vacancies. The committee shall be made up of two (2) individuals selected by management and two (2) selected by the Guild. Minimum requirements for the committee shall include development of a job related, legally compliant, physical testing component for which members of the unit must re-certify each year. Additional job related processes may be added by the committee, if deemed appropriate. Any process created must be a pass/fail process and all Custody staff must pass the process that is implemented in order to be eligible for the seniority bid process for transport vacancies. Both the Guild and the Sheriff's Office agree that the results of the committee's process will be binding on all parties.

Additionally, it is agreed that Transport assignments will be a minimum of two (2) years in length and a maximum of four (4) years. Only Officers who fail to pass the re-certification program will spend less than two (2) consecutive years in Transport. No Officer shall spend more than four (4) consecutive years in Transport. After four (4) years in Transport Officers will be required to spend one (1) year in an alternative assignment prior to being eligible for a Transport assignment again.

**APPENDIX: B**  
**JOB SHARE AGREEMENT**

<b>POSITION/DEPT:</b>	Custody Officer/Sheriff's Office	
<b>JOB SHARE PARTNERS</b>		
<b>NAME:</b>		
<b>HIRE DATE:</b>		
<b>SSA#:</b>		
<b>OTHER PARTIES TO THE AGREEMENT</b>		
<b>NAME</b>	<b>TITLE</b>	<b>DEPARTMENT</b>
Joe Dunegan and Jackie Batties	Undersheriff and Jail Chief	Sheriff's Office
Kathy Bartlett	Benefits Manager	Human Resources/County
	Guild Representative	Custody Officer Guild

**PROPOSED WORK SCHEDULE:**

**Shift Definition:**

The Job Share partners agree to perform the work of a single full-time Custody Officer. The normal work day shall consist of twelve (12) consecutive hours, two (2) days per week. The normal assigned work period shall be two (2) consecutive days on, followed by six (6) consecutive days off. For shift bid purposes, the senior person, only, will be allowed to bid.

**Overtime:**

Overtime shall be defined as: authorized work performed in excess of twelve (12) consecutive hours per day or forty-eight (48) hours in any eight (8) day work week. A work day means a twenty-four (24) hour period commencing with the employee's scheduled work shift.

Overtime hours worked that meet the above criteria, will be paid in accordance with Article 10 of the Labor Agreement. All other terms and conditions of Article 10 shall apply.

Overtime hours that are in excess of twenty-four (24) hours per week, but less than forty-eight (48) hours per eight (8) day work week and do not meet the conditions stated above, will be paid at the employee's regular rate of pay (straight time).

Job share partners shall be given first opportunity to serve in place of their partner during vacations, illness and/or other leaves.

## **BENEFITS:**

### **Health and Welfare Benefits:**

Insured benefits equivalent to one full time position will be provided to the Job Share Partners. Job Share Partners agree to pay any expense incurred for benefit coverage above and beyond that which is provided to one full time position. The partners have agreed to prorate these benefits as detailed below. Both partners understand that proposed changes to the allocation of the insured benefits may be submitted to Human Resources for approval during the County's annual open enrollment for an effective date of January 1 each year.

<b>Proposed Proration of Benefits</b>		
<b>BENEFIT</b>	<b>&lt;JOB SHARE PARTNER&gt;</b>	<b>&lt;JOB SHARE PARTNER&gt;</b>
<b>Medical</b>		
<b>Dental</b>		
<b>Life Insurance</b>		
<b>Long-Term Disability</b>		

### **Vacation and Sick Leave Accruals:**

Each Job Share Partner will accrue individual vacation and sick leave at fifty percent (50%) of full-time accrual, based on years of service and in accordance with Articles 7 and 8 of the Labor agreement between the Guild and the Sheriff's Office.

### **Retirement Benefits:**

Benefits will continue to be paid in accordance with Article 13 of the Labor Agreement. All contributions will be based on the gross pay of each individual partner.

### **Salary Increases, Performance Evaluations and Discipline:**

Each Job Share partner will receive individual salary increases and performance evaluations separately based on hire dates. Salary anniversary dates (step-increases) and all other applicable sections, as set forth in Article 11 of the Collective Bargaining Agreement between the Guild and the Sheriff's Office, shall apply.

### **Seniority Accrual:**

Each Job Share employee will accrue individual seniority based on Article 15 of the collective bargaining agreement.

### **Termination of the Job Share Agreement:**

In the event that this Job Share Agreement fails to meet the requirements for the position, results in costs above those of a single full-time employee, or for any other reason at the discretion of the Sheriff, the Sheriff's Office reserves the right to rescind the agreement subject to a thirty (30) day notice. In event that

this Job Share Agreement is terminated by agreement of the three key parties (each of the partners as well as the Sheriff's Office), and there is no other agreement regarding who will resign or assume full-time responsibilities, the matter will be decided on the basis of seniority as specified in the contractual agreement between the Guild and the Sheriff's Office. The least senior Job Share employee will have the option to resign or transfer to an available position. In the event that no vacant position is available, the least senior employee shall be laid-off with full recall rights pursuant to the Layoff Article Subsection 16.4, Recall. In no event will the position of employees not participating in the Job Share Agreement be jeopardized by the termination of it. If either partner resigns, transfers or is terminated, the other partner will be provided two (2) weeks notice prior to being required to assume the full-time responsibilities until an acceptable partner is obtained. During the effective dates of this Job Share Agreement, voluntary termination may only occur with the agreement of all parties. See the effective dates section of this agreement for more information.

**Proposed Effective Date of Job Share:**

Job share agreements will be allowed to begin at any time during the year, but shall be re-opened for consideration by all parties each year prior to shift bid. In the event that one partner wishes to terminate the agreement, against the wishes of the other partner, notice of such termination must be given prior to shift bid. Under such circumstances the Agreement shall terminate following the last day of the year, December 31, 2007.

**Duration of Agreement:**

This is a voluntary agreement both on the part of the Sheriff's Office as well as the partners. This job share arrangement shall continue, at the discretion of the Sheriff, for its inception, through December 31, 2007, with an option to renew into the next year with approval of all parties.

**SIGNATURE PAGE:**

Approved: \_\_\_\_\_

\_\_\_\_\_  
Joe Dunegan  
Undersheriff

\_\_\_\_\_  
Jackie Batties  
Jail Chief

\_\_\_\_\_  
Job Share Partner

\_\_\_\_\_  
Job Share Partner

\_\_\_\_\_  
Kathy Bartlett  
Benefits Manager

\_\_\_\_\_  
Alex Ramriez  
Custody Guild President

APPENDIX: C

***CUSTODY GUILD DUES  
AUTHORIZATION FORM***

Employee \_\_\_\_\_ Job Title \_\_\_\_\_

Department \_\_\_\_\_ Employee#: \_\_\_\_\_

**Effective Hire Date :** \_\_\_\_\_

**Means of Appointment:**

☐ New Hire ☐ Other

☐ **Religious Tenets Exemption**

Donation to charitable organization  
(separate form required).

☐ **\$100 Initiation Fee Required**

**\$25 on** \_\_\_\_\_

**\$25 on** \_\_\_\_\_

**\$25 on** \_\_\_\_\_

**\$25 on** \_\_\_\_\_

**Monthly dues:**

**\$45.00 of base salary for full time-part-time/permanent employees.\***

\* All employees will pay a minimum of \_\_\_\_\_ monthly to cover cost of retainer.

It will be the responsibility of the employee to be sure the minimum amount of dues has been deducted from their payroll.

***If the employee is off and in a no-pay status, the responsibility of the minimum monthly dues must be paid to the treasurer of the Custody Guild to avoid any lapse in their Custody Guild coverage.***

**Payroll Deduction Authorization:**

I authorize deduction of the above amounts by payroll deduction and remittance to the labor organization listed above.

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

PSN: \_\_\_\_\_

Payroll Only:

Employee #: \_\_\_\_\_ Implemented Payroll \_\_\_\_\_

Initials/Date: \_\_\_\_\_

**APPENDIX: D**  
**Uniform Committee MOU**

MOU states:

“The parties agree that a committee comprised of representatives from the County and the Guild shall, during the term of this contract, discuss and review options for soft uniforms.”

Signed: 11/14/03

*/s/ Jaime B. Goldberg*

*/s/ C. Akin Blitz*

APPENDIX: E

**Memorandum of Understanding**

*Compensation  
Health & Welfare*

between  
Custody Officer's Guild  
&  
Clark County Sheriff's Office

**RECITAL:**

The parties desire to memorialize the agreement which includes compensation and health and welfare for the period of January 1<sup>st</sup>, 2004 – December 31<sup>st</sup>, 2004.

**IT IS AGREED:**

All employees of the Custody Guild bargaining unit shall receive the following:

- Effective April 1, 2004 – December 31, 2004: the salary schedule shall be adjusted by two percent (2.0%) COLA. (Effective for those employees in employment on April 25, 2005).
- Effective January 1, 2004 – December 31, 2004: Maintenance of current plan benefits, no change and fully paid premium.

***For the Clark County Sheriff's Office***

***Date***

\_\_\_\_\_  
C. Akin Blitz, Attorney for Clark County COG negotiations

\_\_\_\_/\_\_\_\_/\_\_\_\_

***For the Custody Officer's Guild***

***Date***

\_\_\_\_\_  
Jaime Goldberg, GGFM, Attorney for Guild

\_\_\_\_/\_\_\_\_/\_\_\_\_

2004 (effective April 1, 2004)  
2.0%

Grade	Title	Step 1	2	3	4	5	6	7	8	9
CG.30 0	Custody Officer	16.3 8	17.3 5	18.2 3	19.1 4	20.0 8	21.10	22.15	23.28	24.38
CG.31 0	Custody Sergeant		20.7 8	21.8 5	22.9 3	24.0 7	25.27	26.53	27.87	29.18

2005 (effective January 1, 2005) 2.5%

Grade	Title	Step 1	2	3	4	5	6	7	8	9
CG.30 0	Custody Officer	16.7 9	17.7 8	18.6 9	19.6 2	20.5 8	21.63	22.70	23.86	24.99
CG.31 0	Custody Sergeant		21.3 0	22.4 0	23.5 0	24.6 7	25.90	27.19	28.57	29.91

2006 (effective January 1, 2006) 3.5%

Grade	Title	Step 1	2	3	4	5	6	7	8	9
CG.30 0	Custody Officer		18.4 0	19.3 4	20.3 1	21.3 0	22.39	23.49	24.70	25.86
CG.31 0	Custody Sergeant					25.5 3	26.81	28.14	29.57	30.96

2007 (effective January 1, 2007) 2.5%

Grade	Title	Step 1	2	3	4	5	6	7	8	9
CG.30 0	Custody Officer		18.8 6	19.8 2	20.8 2	21.8 3	22.95	24.08	25.32	26.51
CG.31 0	Custody Sergeant					26.1 7	27.48	28.84	30.31	31.73

2007 (effective July 1, 2007) 1.0%

Grade	Title	Step 1	2	3	4	5	6	7	8	9
CG.30 0	Custody Officer		19.0 5	20.0 2	21.0 3	22.0 5	23.18	24.32	25.57	26.78
CG.31 0	Custody Sergeant					26.4 3	27.75	29.13	30.61	32.05